

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-3316-1AQ6		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO		PAGE 1 OF 48	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 041298, EMONDE											
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-04-R-1298		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2004 MAR 08			
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708 EMONDE@npt.nuwc.navy.mil				CODE N66604		8. THIS ACQUISITION IS <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS </div> <div> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER: </div> </div> <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE 541330</div> <div>SIZE STANDARD \$23M</div> </div>					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2004 APR 22 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Technical support for the Acoustic Augmentation Support Program (AASP)											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____					
14. PAYMENT WILL BE MADE BY _____ CODE _____											
TELEPHONE NO. _____ DUNS NO. _____						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT _____						16. AUTHORITY FOR USING OTHER THAN 10 U.S.C. 2304 (C) 41 U.S.C. 253 (C) FULL AND OPEN COMPETITION <input type="checkbox"/> () <input type="checkbox"/> ()					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	(SEE PAGE 2)										
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						NAME OF CONTRACTING OFFICER					
DATE SIGNED						DATE SIGNED					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: **Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913, Simonpietri Drive
Newport, RI 02841-1708**

SOLICITATION NO. N66604-04-R-1298

DATE AND LOCAL TIME 2004 APR 22, 2:00 P.M.

A10 SPECIAL NOTICE (JUL 2001)

The Naval Undersea Warfare Center Division, Newport has implemented the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. Note clauses C16, COST AND PERFORMANCE REPORTING and G1, SUBMISSION OF INVOICES -- ECRAFT..

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B18 SUPPLIES/SERVICES AND PRICES - IDIQ (SEP 2001)

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Orders under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with orders issued by the ordering officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each order issued. For the purpose of establishing the fixed fee for each order issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, for the term in Section I, FAR 52.216-22.	1	JO	
	Estimated Cost:		\$	*
	Fixed Fee:		\$	*
	Total CPFF:		\$	*
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the orders issued hereunder.	1	LO	NSP

* Offeror shall insert amounts.

B33 LEVEL OF EFFORT – IDIQ (SEP 2001)

(a) The level of effort estimated to be ordered during the term of this contract is 54,300 man-hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

<u>Labor Category</u>	<u>eCraft Category</u>	<u>Man-hours Contractor Site</u>	<u>Man-hours Government Site</u>
*Engineer, Acoustical IV	EA4	3,000	
*Engineer, Acoustical III	EA3	3,000	
*Engineer, Systems IV	ESY4	1,000	500
Engineer, Acoustical II	EA2	16,500	
Engineer, Computer III	EC3	100	1,900
Engineer, Computer II	EC2	100	1,400
Engineer, Electrical/Electronics I	EE1	500	3,500
Engineer, Electrical/Electronics II	EE2	2,500	500
Engineer, Electrical/Electronics III	EE3	2,000	
Engineer, Mechanical I	EM1	1,500	500
Engineer, Mechanical II	EM2	1,500	
Engineer, Mechanical III	EM3	1,000	
Scientist II	S2	8,000	
Technician, Elec/Electronic III	2908C	600	
Technician, Elec/Electronic II	2908B	1,000	

Illustrator II	13042	600	
Technical Writer	29480	600	
Word Processor III	01613	1,000	
Manager, Administrative II	MANA2	1,500	
Totals		<hr/> 46,000	<hr/> 8,300

* denotes Key Personnel labor categories

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

- (1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Orders.

(1) An estimated level of effort shall be established for each completion form order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the order; and
- (ii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(e) Term Form Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

(2) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(3) In performing term form orders, the Contractor may use any combination of hours of the labor categories listed in the order.

(4) Within thirty days after completion of the work under each term form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(5) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(6) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the order level of effort with an equitable adjustment for both cost and fee.

B37 OFFERS FOR LESS THAN THE TOTAL LEVEL OF EFFORT

Except as provided in L33 entitled, "Alternate Labor Categories", offers for less than the total quantity for all items specified are not desired and may be determined to be unacceptable.

B52 PAYMENT OF FIXED FEE - IDIQ (FEB 2004)

(a) The fixed fee specified in Section B is the maximum fee that may be paid under this contract. The Government shall pay fixed fee as provided in this clause. This fee shall be paid, subject to any adjustment required by other clauses of this contract (such as B53, PROSPECTIVE FEE RATE REDUCTION INCENTIVE), in installments at the time of each provisional payment for reimbursement of allowable cost.

(b) A fixed fee shall be established for each order issued under this contract. The fixed fee shall be established by dividing the level of effort (direct man-hours) stated in the order by the total contract level of effort (direct man-hours) and multiplying the result by the total contract fixed fee. The amount of each installment payment of fixed fee shall be determined by dividing the net direct labor hours expended during the period by the level of effort established in the order and multiplying the result by the total fixed fee established in the order.

(c) Completion Orders. The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

(d) Term Orders. Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable until the total contract fee withheld reaches the stated maximum of \$100,000. Invoices submitted under the individual orders shall indicate fixed fee withheld.

B53 PROSPECTIVE FEE RATE REDUCTION INCENTIVE (FEB 2004)

(a) This contract contains a Prospective Fee Rate Reduction Incentive. **Unsatisfactory performance may result in a Fee Rate Reduction of up to 50%.**

(b) The contractor's overall performance will be evaluated per the Statement of Work (Attachment 1), the Contract Incentive Plan (Attachment 9), and the Requirements Summary Table (Attachment). Fee reductions for unsatisfactory performance will be determined in accordance with those documents. The Government reserves its right to discontinue placing orders under this contract at any time during the Ordering Period.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C12 STATEMENT OF WORK - IDIQ (SEP 2001)

Services shall be performed in accordance with the Statements of Work which are included in the individual orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, attachment #1.

C16 COST AND PERFORMANCE REPORTING (MAY 2001)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the contract.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 5913.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

- (ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.
- (iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.
- (iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.
- (v) Report all trips and significant results.
- (vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.
- (vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.
- (viii) Report plans for activities during the following reporting period.
- (ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

- (i) Submission. Submit report monthly beginning 30 days after contract award.
- (ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:
- (iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code __.
- (iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C21 PERSONNEL QUALIFICATIONS

- (a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.
- (b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.
- (c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (OCT 2003)

- (a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D10 MARKING OF REPORTS (SEP 2001)

Some of the data deliverables under this contract may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor Name and Business Address
Contract Number (and order number when applicable)
Contract (order, if applicable) dollar amount
Whether the contract was competitively or non-competitively awarded
Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*
ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*
REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*

MARK FOR: TBD
Name Code Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D25 HAZARDOUS MATERIAL

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

<u>TYPE OF SHIPMENT</u>	<u>APPLICABLE REGULATIONS</u>
1. Domestic	A
2. Domestic Air Commercial	A,B,C
3. Domestic Air Military	A,F
4. Export Surface	A,E,G
5. Export Air Commercial	A,D,G
6. Export Air Military (MAC)	F,G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title 49 Transportation Parts 100-199
B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
C. Official Air Transport Restricted Articles Circular No. 6-D
D. International Air Transport Association Restricted Articles Regulations
E. International Maritime Dangerous Goods Code
F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	(JUN 2003)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F20 PERFORMANCE PERIOD (SEP 2001)

(a) For planning and proposal purposes this contract will become effective on 01 Aug 2004 or on the effective date of the contract. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F23 DELIVERY OF DATA - IDIQ (SEP 2001)

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Orders shall control. Any change in the delivery of data must be made by a formal modification to the order.

F30 PLACE OF PERFORMANCE (SEP 2001)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: Services under this contract shall be performed at NUWC DIVNPT, the contractor's facilities, U.S. and friendly foreign naval bases and ships. Travel to these various sites may be necessary to perform tasks within the Statement of Work.

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2002)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

Name: Elizabeth Alexander

Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913
Simonpietri Drive
Newport, RI 02841-1708

Telephone: Commercial: 401-832-3230; DSN: 432-3230

Email: alexanderea@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

- (a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.
- (b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.
- (3) Conduct post-award orientation conferences.
 - (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
 - (44) Perform engineering analyses of contractor cost proposals.
 - (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
 - (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
 - (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____
Title: _____
Mailing Address: _____
E-mail Address: _____
Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: * _____ Code: * _____

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Building: * _____ Room: * _____
Newport, RI 02841-1708

Telephone: Commercial: (401) 832- * _____; DSN: 432- * _____

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: * _____ Code: * _____

Telephone: Commercial: (401) 832- * _____; DSN: 432- * _____

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

*To be provided upon award.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H14 ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H23 YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

H28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$25,000 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H29 ORDERING (MAY 2002)

(a) Ordering. Orders may be placed by any Contracting Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. Orders may also be issued by FAX or by emailing a file that contains the order with the contracting officer's signature. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. See FAR 52.216-18 for additional information.

(b) Information. Each order should include the following:

- (1) Date of order
 - (2) Contract and order number
 - (3) Appropriation and accounting data
 - (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
 - (5) Exact place of pickup or delivery
 - (6) DD Form 1423, Contract Data Requirements List, if applicable
 - (7) Identification of the person(s) or organization(s) responsible for inspection and acceptance
 - (8) List of Government Furnished Property and the estimated value thereof, if applicable.
 - (9) DD Form 254, Contract Security Classification Specification, if applicable
 - (10) The pricing arrangement of the order. For FFP orders, the Price of the order. For Cost Reimbursement orders, the Estimated Cost, the Fee amount and the Cost Plus Fee amount or the Ceiling Price, as applicable.
 - (11) For Cost Reimbursement orders, identification as either a term form or completion form order
 - (12) For Cost Reimbursement term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
 - (13) For Cost Reimbursement completion form orders for services, the estimated level of effort
- (c) If this is a Cost Plus Fixed Fee contract, fixed fee for each order shall be established by dividing the number of hours estimated to be expended in the order by the maximum contract hours and multiplying the result by the contract fixed fee amount. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.
- (d) Oral orders, or modifications to existing orders, may be placed only as follows. To issue an oral order the ordering officer shall provide the contractor with the information described in (b) above. The ordering officer shall confirm the order by issuing a DD Form 1155 within five working days. Unilateral orders cannot be issued orally.
- (e) Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform by issuing a unilateral order. Any disagreement concerning the issuance of a unilateral order shall be deemed a dispute within the meaning of the Disputes clause.
- (f) Cautionary Note. Nothing stated in an order, quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

H40 KEY PERSONNEL REQUIREMENTS (SEP 2001)

- (a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Key Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.
- (b) The Contractor agrees that such Key Personnel shall not be removed from the contract effort, replaced, or added to the contract without a compelling reason (e.g. death of present key personnel, personnel leaving company employ, unavailability due to excessive, or unanticipated demand made by the Government on this contract), and without compliance with paragraphs (c) and (d) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.
- (c) If any changes (substitutions or additions) to the list of authorized key personnel become necessary, the Contractor shall immediately notify the Contracting Officer and propose personnel of at least substantially equal ability and qualifications as the individuals currently approved for that labor category. Compliance with the clause entitled, Personnel Qualifications is not, in and of itself, sufficient.
- (d) Requests for approval of changes hereunder shall be written and shall provide a detailed explanation of the circumstances necessitating the proposed change. Requests shall be submitted when the need is identified, and not when submitting a quote for an individual order. The Contracting Officer will evaluate such requests and promptly notify the Contractor in writing of the approval or disapproval of the request. The request shall also contain, for each individual:
- (1) The current actual hourly rate, with appropriate burden indicated separately;
 - (2) A completed PDF in the same detail as the original proposal; and
 - (3) Any other information requested by the Contracting Officer in order to reach a decision.

(e) If the Contractor uses any personnel under Key Personnel categories in performing the effort who are not currently authorized, the Contractor shall bear total risk if any individual is subsequently disapproved by the Contracting Officer.

H41 ORDERING UNDER A MULTIPLE AWARD CONTRACT (MAY 2001)

(a) Ordering. The contractor shall furnish supplies or services under this contract at such times as ordered by an Ordering Officer of the Naval Undersea Warfare Center Division, Newport. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

(b) Order Form and Content. Orders will be issued on a DD Form 1155 and shall include at least the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the services to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Identification as either a term form or completion form order
- (6) For term form orders, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (7) For completion form orders, the estimated level of effort
- (8) DD Form 1423, Contract Data Requirements List
- (9) Exact place of pickup or delivery
- (10) The inspecting and accepting codes (as applicable)
- (11) The Estimated Cost, the Fixed Fee and the Cost Plus Fixed Fee (CPFF) amount or the Ceiling Price, as applicable
- (12) List of Government Furnished Property and the estimated value thereof, if applicable.
- (13) DD Form 254 (Contract Security Classification Spec), if applicable

(c) Term or Completion Form Orders. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. Fixed Fee for each order shall be established by dividing the estimated number of manhours for the order by the maximum contract hours and multiplying the resulting number by the total fixed fee of the contract. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral Orders. Oral orders (or modifications to orders) may be placed only as follows. The information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written order on DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Unilateral Orders. Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

(g) Competition. Each awardee shall be provided a fair opportunity to be considered for each order issued under the contract that is estimated to be in excess of \$2,500 unless the contracting officer determines, in writing, that one of the following exceptions apply:

- (1) The agency need for the supplies or services is of such an unusual and compelling urgency that providing a fair opportunity to each awardee would result in unacceptable delays.
- (2) Only one contractor is capable of providing the required supplies or services at the level of quality or expertise required, due to the unique or highly specialized nature of the supplies or services.

(3) In the interest of economy and efficiency, as a logical follow-on phase of an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(h) Contractor Selection. In selecting the contractor to perform the order:

(1) Each contractor will be informed of a new RFQ by either phone call or email. The RFQ will be forwarded electronically and will provide the details (work, evaluation factors) of each order.

(2) The contracting officer may use any combination of written proposals and oral presentations appropriate for the particular order.

(3) The contracting officer will consider the offeror's performance (quality of deliverables, cost control, etc.) on orders under this contract.

(4) The contracting officer may consider other factors such as, but not limited to; personnel, cost, management approach, technical approach, facilities, etc. Subfactors will not be identified. Evaluation factors may vary from order to order.

(5) The contracting officer's decision is final and not subject to the Disputes clause of the contract. Complaints will be addressed to the order Ombudsman for this contract.

(i) Ombudsman. The Ombudsman for this contract is:

Mr. Joe Masterson
Building 11, Code 59
Naval Undersea Warfare Center Division, Newport
Newport, RI 02841

Email:

Telephone: 401-832-1585; FAX: 401-832-1585

H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

* Subcontractors

Manhours

_____	_____
_____	_____
_____	_____
_____	_____

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: NUWC Division Newport.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT	(DEC 2002)
52.216-8	FIXED FEE	(MAR 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-in: from <u>contract effective date through sixty months thereafter.</u>	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>100 hrs.</u> ,	
	para.(b)(1) fill-in: in excess of <u>2,000 hrs.</u> ;	
	para.(b)(2) fill-in: in excess of <u>10,000 hrs.</u> ;	
	para.(b)(3) fill-in: within <u>30</u> days...	
	para.(d) fill-in: within <u>5</u> days...	
52.216-22	INDEFINITE QUANTITY	(OCT 1995)
	para.(d) fill-in: after <u>60 months.</u>	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)

52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN - ALT II (OCT 2000)	(OCT 2001)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	(JAN 1999)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	(OCT 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS para.(a) fill-in: <u>\$0.00</u>	(JUL 1990)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	(SEP 2000)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEV)	(JUL 2003)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(JUN 2000)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
52.227-1	AUTHORIZATION AND CONSENT - ALT I (APR 1984)	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE.	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	(APR 1988)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)

52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT - ALT I (FEB 2002)	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(MAR 2003)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER	(MAY 1995)
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	(SEP 1999)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	(APR 1984)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	(AUG 1996)
252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	(DEC 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	(DEC 2000)
52.243-2	CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)	(AUG 1987)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.246-7001	WARRANTY OF DATA	(DEC 1991)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS para.(a) fill-in: Naval Undersea Warfare Center, Division Newport para.(b) fill-in: Naval Undersea Warfare Center, Division Newport para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	(APR 1984)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

152-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J11 LIST OF ATTACHMENTS – IDIQ (FEB 2002)

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	This attachment intentionally left blank	N/A
"B"	Informational Contract Data Requirements Listing	1
<u>ATTACHMENT</u>		
1	Statement of Work	10
2	Personnel Qualifications Sheet	19
3	DD Form 254, Contract Security Specification	3
4	Contract Administration Master Plan (CAMP)	2
5	This attachment intentionally left blank	N/A
6	Government Property Made Available	1
7	This attachment intentionally left blank	N/A
8	Personnel Data Form	1
9	Contract Incentive Plan	6
10	Cost Summary Sheet	1
11	Subcontracting Plan (To be attached at award)	-
12	Comments in the Interest of Competition	1
13	This attachment intentionally left blank	N/A

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (JAN 2004)

(a) The offeror shall identify the individuals that are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(1) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(i) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(ii) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(iii) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(iv) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(v) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(3) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K19-22 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either --

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 134 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K23-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that---

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

**K25-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
(DFARS 252.225-7003) (APR 2003)**

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

**K27-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE
RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> _____ DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
52.237-1	SITE VISIT	(APR 1984)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clause B18, Supplies/Services and Prices.

Section F - Deliveries or Performance. Clause F40, Contractor Performance Assessment Rating System.

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. None.

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. None.

Section M - Evaluation Factors for Award. None.

Section J - Attachments. Numbers 8, 10, and 12

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.

(b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.

(c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.

(b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L22 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

(a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.

(b) The successful contractor will be subject to the restrictions in such clause(s) for the period specified therein.

(c) The specific language of the clauses and the applicability of FAR Subpart 9.5 to this procurement is subject to negotiation prior to submission of best and final offers. Any offeror taking exception to the terms of the clause(s), shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

(i) Letter of Transmittal, if any

(ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***

(iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.

(iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".

(v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	10 (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus 2 copies
Volume II - Cost	No Limit	Original plus 1 copy

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and

unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

(1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

(2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

(3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.

(4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L33 ALTERNATE LABOR CATEGORIES

(a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Key) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.

(b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Key Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Key Labor Categories cannot be deleted.

(c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.

(d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.

(e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

L37 TECHNICAL PROPOSAL - SERVICES (OCT 2001)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Personnel
- Past Performance

(b) Personnel.

(1) Demonstrate that the offeror is capable of performing all aspects of the Statement of Work by providing a matrix that correlates personnel assignment to each task of the Statement of Work. Show that your team possesses education and skills well suited to perform the Statement of Work.

(2) The offeror shall provide at least the number of personnel specified below in each of the categories listed. The sum of hours must equal the hours shown in Section B for each category.

KEY PERSONNEL

<u>Labor Category</u>	<u>Number</u>
Engineer, Acoustical IV	1
Engineer, Acoustical III	1
Engineer, Systems IV	1

NON-KEY PERSONNEL

<u>Labor Category</u>	<u>Number</u>
Engineer, Acoustical II	2
Engineer, Computer III	1
Engineer, Computer II	1
Engineer, Electrical/Electronics I	1
Engineer, Electrical/Electronics II	1
Engineer, Electrical/Electronics III	1
Engineer, Mechanical I	1
Engineer, Mechanical II	1
Engineer, Mechanical III	1
Scientist II	1
Technician, Elec/Electronic III	1
Technician, Elec/Electronic II	1
Illustrator II	1
Technical Writer	1
Word Processor III	1

Manager, Administrative II

1

(i) Identify all non-Service Contract Act personnel proposed (see appropriate PQS for notation). All personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for their assigned labor category. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

Note: Substitution of Key Personnel is subject to the "Key Personnel Requirements" clause in Section H.

(ii) Provide a certification signed by a responsible officer of the corporation that all Non-Key personnel meet the requirements shown on the Personnel Qualifications Sheets. Non-Key personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

(iii) Identify all proposed personnel who are not currently employees of the offeror or proposed subcontractor, or individuals who are proposed to permanently relocate in support of the project. Provide a statement signed by that person indicating willingness to be hired or relocated if the contract is awarded to the offeror, and specifying compensation.

(iv) All personnel must have appropriate security clearances (as specified on DD Form 254, if attached).

(3) Personnel Qualifications Sheet (PQS). Remove the PQSs (Attachment #2) from the solicitation and complete each form. For all Non-SCA categories, list all personnel (whether Key or Non-Key) proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal.

(4) Personnel Data Form (PDF). Remove the PDF (Attachment #8) from the solicitation and supply the required information as explained below for each individual proposed as Key Personnel. Facsimiles and continuation sheets are permitted, and should follow the general format of the PDF. Place the PDFs behind the appropriate PQS in the proposal.

(i) Under "experience element", identify those areas of experience considered pertinent to the work required under the proposed acquisition.

(ii) Under "time period", indicate the period of time during which experience for the respective experience category was gained. Time periods may be concurrent for several elements.

(iii) Under "occasion", indicate job title, employer (contractor name or Government activity) and the capacity in which the person worked to obtain the experience in that element.

(iv) Under "narrative", briefly describe or amplify total experience or other pertinent qualifications which specifically relate to this procurement. Also, identify the employees' depth of knowledge gained as a result of work experience; (i.e., a primary or collateral requirement of the job). Also indicate whether the employee is currently functioning as a key person under other contracts and describe their involvement under those contracts.

(5) Personnel Management.

(i) Identify the Senior Technical Representative (STR) designated to manage tasks. Include a Personnel Data Form (PDF) for the STR (if the STR's PDF is included elsewhere in the proposal, identify it's location, do not resubmit). Address the STR's authority, ability to independently commit company resources to performance under the contract, and the STR's line of communication to senior company management. Describe the STR's previous experience managing similar efforts. (Note: The contract does not require the STR to be a Key or Non-Key Person, directly charging to the contract.)

(ii) If the offeror proposes to perform any part of the required level of effort by employees working in excess of forty hours per week, regardless of compensation arrangement, provide the following information:

(A) Identify all hours in excess of forty hours per week by labor category whether at the prime or subcontract level.

(B) Provide a copy of the corporate policy addressing work in excess of 40 hours. Include an assessment of its impact on work effectiveness and specify the extent to which employees are required or encouraged to perform work in an excess of 40 hours.

(C) Identify the number of hours that will be performed without supervision and/or support personnel and an assessment of the productivity of such effort.

(D) Provide a schedule of times when employees will work hours in excess of 40 per week, such as 4:30 to 5:30 P.M. Mondays through Thursdays or 8:00 A.M. to 12:00 P.M. on Saturdays for a total of 44 hours per week.

(iii) Identify any proposed relocation of personnel. If you propose to use personnel at facilities outside the local commuting area (see Clause F30), demonstrate that they can be used effectively and efficiently, and that adequate management control exists over their use.

(c) Past Performance. Provide the following information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer's* name and telephone number
 - Administrative Contracting Officer's* name and telephone number (if different)
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L40 COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

- (1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.
- (2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

- (1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.
- (2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

- (1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.
- (2) Offerors shall include a Material estimate of \$75,000.00, that includes only those items of purchased material which are incorporated into a deliverable product. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.

(3) Offerors shall include a Travel estimate of \$45,000.00, that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

L11-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

**L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES
(NAPS 5252.211-9000) (AUG 1993)**

- (a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

- (c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(MAY 2001)**

- (a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract with ID/IQ provisions and a Prospective Fee Rate Reduction Incentive resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M35 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on two evaluation factors:

TECHNICAL CAPABILITY SUBFACTORS:

Personnel

Past Performance

(b) Personnel and Past Performance are equal in importance. When combined, Personnel and Past Performance are significantly more important than Cost. Although Cost is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

(1) Unrealistically low labor rates or other costs

(2) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

(f) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider,

- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns;
- (3) The complexity and variety of the work SDB concerns are to perform;
- (4) The realism of the proposal;
- (5) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- (6) The extent of participation of SDB concerns in terms of the value of the total acquisition.

M16-27 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

INFORMATIONAL CONTRACT DATA REQUIREMENTS LISTING (CDRL)

<u>DATA ITEM DESCRIPTION NUMBER</u>	<u>TITLE</u>
1. DI-MISC-80508A	Technical Report – Study/Services: Analysis Report: (SOW 3.1, 3.2, 3.5, 3.7, 3.8) Performance Report: (SOW 3.1, 3.7, 3.10) Evaluation Report: (SOW 3.2, 3.4, 3.8, 3.9, 3.10) Design Report: (all SOW tasks) Test Report: (all SOW tasks) Modeling Report: (SOW 3.1, 3.2, 3.3, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10) Test Plans and Procedures Report: (all SOW tasks) Data Analysis Report: (SOW 3.1, 3.2, 3.8) Systems Analysis Report: (SOW 3.1, 3.5, 3.7, 3.8)
2. DI-MCCR-80700	Computer Software Product End Items: (SOW 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10)
3. DI-IPSC-80590A	Computer Program End Item Documentation: (SOW 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10)
4. DI-SESS-81001B w/worksheet	Conceptual Design Drawings: (all SOW tasks)
5. DI-SESS-81002B w/worksheet	Developmental Design Drawings and Associated Lists: (all SOW tasks)

NOTE: Distribution Statement D applies to the above listings

STATEMENT OF WORK

1.0 INTRODUCTION/SCOPE

1.1 The primary purpose of this contract is to provide scientific, engineering, analytical, and research and development guidance oriented toward the field of underwater acoustics, advanced sensors, software development and support, signal processing and signal conditioning as it relates to the Undersea Warfare (USW) requirements of the U.S. Navy's Fleet. Acquisition of services in the areas of systems performance analysis, acoustic and environmental modeling, data collection and analysis, systems operations analysis, technical and evaluation (T&E) services, systems engineering support, and systems design support for a variety of USW systems and programs under the cognizance of the Naval Undersea Warfare Center Division Newport will also be accomplished under this contract.

Work performed will be primarily in support of US Navy programs, both established and emergent, although tasking in support of other Department of Defense, Department of Home Security, and US Foreign Military Sales (FMS) may be issued under this contract.

1.2 SYSTEMS:

This Statement of Work covers conceptual, developmental and upgrades to existing undersea warfare systems and related technology areas including:

- Hull mounted sonar, such as, but not limited to AN/SQS-53, AN/SQS-56, AN/BQR-7
- Towed array systems, such as, but not limited to TB-23, TB-29, AN/SQR-18, AN/SQR-19, Advanced Fleet Towed Array System (AFTAS)
- Sonobuoy Signal processing systems, such as, but not limited to AN/SQQ-28
- Active and passive signal processing
- Surface Ship ASW Combat Systems, such as, but not limited to AN/SQQ-89
- Surface Ship Torpedo Defense, such as, but not limited to SLQ-25, AN/WSQ-11
- Low Frequency and Very Low Frequency Active Sonar
- Submarine Integrated Combat Systems, such as, but not limited to AN/BSY-1, AN/BSY-2, Acoustic Rapid Cots Insertion (ARCI).
- Submarine sonar systems, such as, but not limited to AN/BQQ-5, AN/BQQ-6
- Submarine weapons delivery systems and weapons
- Submarine Torpedo Defense, such as, but not limited to AN/WLR-9, AN/WLY-1
- Advanced Processor Builds (APB) in support of ARCI
- Mine detection and avoidance systems, such as, but not limited to, AN/BQQ-10 High Frequency, AMDS (Advanced Mine Detection System)
- UUV's and SUV's and other undersea vehicle Control Systems, Sensors, and Payloads
- Acoustic and non-acoustic counter-measures
- Platform and system Noise reduction and cancellation
- Acoustic communications, such as, but not limited to ACOMMS
- Off board sensor systems, such as, but not limited to ADS and FDS

- System networking, such as, but not limited to Net Centric Warfare
- Acoustic Augmentation Support Systems such as AASP

2.0 APPLICABLE DOCUMENTS

2.1 The following Government directives are provided for information during the performance of the work required under this contract. In those instances where applicable, the government prefers that equivalent substitutes from either the contractor's established in house practices, procedures, and systems, or commercial equivalent standards, be used by the contractor in lieu of Government directives. The contractor is to keep the Government advised of any equivalent substitutes that are used, but is not required to obtain Government approval prior to implementing them.

DOD-HDBK-263B Electrostatic Discharge Control Handbook for Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)

MIL-STD-108E	Definitions of and Basic Requirements for Enclosures for Electric and Electronic Equipment
MIL-STD-167-1	Mechanical Vibrations of Shipboard Equipment (Type I - Environmental and Type II - Internally Excited)
MIL-STD-461E	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
MIL-STD-462D	Measurement of Electromagnetic Interference Characteristics
MIL-STD-740B	Airborne and Structure-borne Noise Measurements and Acceptance Criteria of Shipboard Equipment
MIL-STD-882D	Standard Practice for System Safety
MIL-STD-961E	Defense and Program-Unique Specifications Format and Content
MIL-STD-1310G	Shipboard Bonding, Grounding, and Other Techniques for Electromagnetic Compatibility and Safety, Standard Practice for
MIL-STD-1399C	Interface Standard for Shipboard Systems
MIL-STD-1472F	Human Engineering
MIL-STD-1561B	Provisioning Procedures, Uniform DOD
MIL-STD-1686C	Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies, and Equipment (Excluding Electrically Initiated Explosive Devices)

MIL-A-15303P	Audible Signals: Alarms, Bells, Buzzers, Horns, and Sirens, Electronic, Shipboard
MIL-D-23140D	Drawings, Installation Control, for Electronics Equipment
MIL-E-17555H	Electronic and Electrical Equipment Accessories, and Provisioned Items (Repair Parts): Packaging of
MIL-S-901D	Shock Tests, H.I. (High - Impact); Shipboard Machinery, Equipment and Systems, Requirements for
MIL-S-16032M	Switches and Detectors, Shipboard Alarm Systems
MIL-W-21965D	Water Cooling of Shipboard Electronic Equipment General Specification for
MIL-DTL-24784/12B	Associated Detail Specification Hull, Mechanical and Electrical (HM&E) Equipment and Single Component Manual Requirements
MIL-DTL-31000B	Technical Data Packages
MIL-HDBK-502	Acquisition Logistics
MIL-HDBK-781A	Reliability Test Methods, Plans, and Environment for Engineering, Development Qualification, and Production, Handbook for
MIL-PRF-28800F	Test Equipment for Use With Electrical and Electronic Equipment, General Specification for
MIL-PRF-49506	Logistics Management Information
ANSI/NISO Z39.18-1995	Scientific and Technical Reports - Elements, Organization, and Design (U)
ASME Y14.100	Engineering Drawing Practices
ASME Y14.24	Types and Applications of Engineering Drawings
ASME Y14.34M	Associated Lists
ASME Y14.35M	Revision of Engineering Drawings and Associated Lists
ASTM F1370-92	Standard Specification for Pressure-Reducing Valves for Water Systems, Shipboard

3.0 SPECIFIC WORK DESCRIPTIONS

Individual Task Orders issued under this contract will define specific tasks and deliverables. The following sections will provide a generic description of the types of services that can be expected to be required to be performed under this contract. An informational Contract Data Requirements List (CDRL) listing which describes a deliverable requirement that might be expected to appear on a typical Task Order is attached. The contractor shall perform the following services utilizing information provided in Sections 1.0, 2.0 and 4.1.

3.1 System Performance Analysis

The contractor shall measure and analyze collected data (GFI) for the purpose of improving system performance, improving the capabilities of performance prediction systems, improving systems analysis models or to provide information databases for development of new systems. Specific areas of inquiry include the following:

- a. The performance modeling of signal and array processing schemes in the presence of temporal and spatial instabilities.
- b. The development of modeling interfaces between advanced environmental acoustics models and signal and array processing models.
- c. The identification of methods for reducing or eliminating ship and sonar noise emissions and provide evaluations and recommendations regarding their relative efficiency.
- d. Provide radiated noise predictions using finite element analysis (FEA) and statistical energy analysis (SEA) techniques that include heavy fluid-structure interaction.
- e. Perform shock and vibration analyses and provide hardened design recommendations

Develop recommended systems level approaches to solving stated existing or future Navy problems or needs. This shall include generation of position papers as well as planning or requirements documents in support of undersea warfare systems technology and programs.

3.2 Data Collection and Analysis

The contractor shall conduct and/or provide services for the definition and development of data collection methodologies, recording technologies and collection/analysis approaches and procedures. The contractor shall also conduct and/or provide services for the collection of appropriate data, and evaluate/analyze and document results. Hardware fabrication of special

equipment, for example, to collect environmental data may be required. Development, modification and/or extension of either commercial or government data collection and analysis toolsets may also be required.

3.3 Underwater Acoustics/Environmental Modeling

The contractor shall develop analytical and simulation models of underwater acoustic propagation and reverberation for the purpose of improving understanding of environmental influences, and enhancing performance prediction capabilities. Extension of existing models or the development of new models may be required to allow adaptation to new or modified undersea systems (new frequencies, expanded bandwidth, new signal processing strategies, etc.)

3.4 Algorithm Development and Services

The contractor shall evaluate signal processing algorithms, post processing algorithms and data processing algorithms (all GFI), develop new algorithms for various applications, develop the products into embedded code and establish compatibility with computational platforms, operating systems and middleware layers. Application of dedicated hardware (e.g. FPGA's) to certain algorithms may be investigated. Hardware fabrication may be required for proof of concept. Examples include:

- a. Develop and demonstrate integrated beamformer and signal processing algorithms for both active and passive sonars that improve performance and efficiency.
- b. Develop and demonstrate automatic detection/classification/tracking algorithms.
- c. Develop and demonstrate active and passive classification algorithms for high clutter, multi-contact environments.
- d. Develop Artificial Intelligence (AI) methods for Acoustic Performance Prediction.
- e. Develop a knowledge-based system for sorting targets from consorts.
- f. Develop AI methods to provide training in the operation and control of multi-sensor sonar systems.
- g. Develop neural network architectures for automatic detection and classification.
- h. Develop automatic sensor data fusion algorithms.
- i. Develop detection, classification, localization, and fusion algorithms for multistatic active sonar systems.
- j. Develop detection, classification, and localization algorithms for mid and high frequency sonar ASW and Mine Avoidance sonar systems.
- k. Develop detection, classification and localization algorithms for electro/optical sensor systems.
- l. Development of radiated noise models necessary to simulate current submarine threats.
- m. Develop shock and vibration mitigation systems to provide protection for shipboard systems.

3.5 Systems Engineering Services

The contractor shall perform the following tasks:

- Perform analysis, specification of and design of software and hardware to improve performance and other assessment metrics of sensor systems, signal processing, and decision processing.
- Perform hardware/software tradeoffs to help develop more cost effective systems.
- Aid in developing requirements for undersea warfare applications.
- Investigate alternative approaches to system requirements development and presentation including, among other approaches, model-based development.
- Benchmark throughput of processors, operating systems and middleware while performing processing of algorithms characteristic of the specific system computations.
- Develop analytical and simulation/stimulation tools required to understand and adapt the processing of various undersea warfare applications to improve their performance.
- Aid in establishing testbeds for checkout of specific software and systems.

The contractor shall develop and/or modify virtual prototyping and other analytical and simulation/stimulation tools for the development and testing of undersea warfare systems, subsystems, algorithms and software and shall conduct systems analysis/investigations to evaluate effectiveness.

3.6 Software Development and Services

The contractor shall provide services for the following software development tasks:

- Write and test software for undersea warfare applications.
- Update existing applications to support new functional requirements and improved operation.
- Develop analytical tools required to understand and debug software operating on specific processors used in relevant applications.
- Adapt and integrate diagnostic software to work with the selected hardware platforms and operating systems.
- Aid in the selection of toolsets and processes to support efficient software development.
- Develop or adapt “middleware” communication software to undersea warfare application.

3.7 Signal Processing and Signal Conditioning

The contractor shall perform signal processing and signal conditioning tasks that include such things as conceptual design, performance analysis, system effectiveness, theoretical investigations, software implementation schemes to maximize compatibility with system architecture constraints, and fabrication of hardware related to various undersea warfare systems or subsystems configurations concepts (GFI). The efforts shall include all aspects of the total system including the impact on the host platform and the associated systems. Areas that may require analysis are:

- a. Analysis of the effects of varying elements of the signal processing chain,
- b. Effects of processing alternatives on final classification decisions,
- c. Processing that adapts to the environmental situation,
- d. Novel detection, classification and decision techniques,
- e. Clutter reduction using advanced processing techniques.
- f. Multistatic active sonar system concept assessment
- g. Multi-hypothesis data fusion
- h. Acoustic-electromagnetic data fusion
- i. Acoustic-photonics data fusion
- j. Clutter identification and rejection
- k. Multi-band/broadband signal processing
- l. Advanced waveform design

3.8 Systems Design Services

The contractor shall analyze existing and proposed undersea warfare systems (GFI) with respect to required computing and networking resources. Computing resources include hardware and software technologies, such as massive parallel processors (MPP) and CASE tool methodologies. The contractor shall evaluate the performance of computing and networking technologies for undersea warfare systems applications to netcentric warfare. The contractor shall develop/examine system architecture/middleware approaches and recommend alternatives to increase commonality, maximize system openness, and reduce early product obsolescence. Typical issues are:

- a. Efficiency of MPP for specified algorithms,
- b. Massive data storage/recall capability for sea data,
- c. Efficiency of software code development including real time performance on a particular network architecture or computing platform.
- d. Data/information exchange network architecture, bandwidth, latency, security, protocols, and management.

3.9 Test and Evaluation Services

The contractor shall provide services for the definition and development of test approaches, programs and procedures, conduct testing, and evaluate and document results to demonstrate the validity of any recommendations proposed as the result of assigned investigative efforts. The contractor shall perform testing in accordance with NUWCDIVNPT approved test procedures (GFI). Such tests include:

- Hardware and software component testing.
- Subsystem and system level development testing,
- Functional testing,
- Integration testing, and
- Field-testing and evaluation.

Examples of testing application within the above categories include:

- Benchmarking throughput of Signal Processing (SP) processors, operating systems and contractor developed SP middleware while performing signal processing algorithms.
- Develop test equipment supporting at-sea evaluation of undersea warfare applications. Evaluate vibration response to environmental excitations
- Develop performance criteria, diagnostic and qualification test plans for shock and vibration mitigation systems

3.10 Advanced Sensor Development

The contractor shall analyze specific technical issues (GFI) concerning sensor system design and performance to provide recommendations as to how to overcome specific problems and/or optimize existing performance capabilities. Development of breadboard/brassboard sensor systems requiring some amount of hardware fabrication, laboratory tests, and at-sea tests may be required to provide proof-of-concept. The types of technical issues to be addressed are:

- a. The improvement of receiving array technologies by using velocity sensors, optical and radio frequency (RF) modulation schemes.
- b. The development of novel transductive schemes for incorporation into towed line arrays and hull arrays.
- c. Development of active vibration isolation modules to minimize tow cable vibration transmission into a towed line array.
- d. The development of large hull-mounted arrays (both active and passive) for improved sonar performance.
- e. Development of hull-mounted array baffles, coatings and other noise-reduction techniques.
- f. The performance of trade-off analyses assessing the relative merits of alternative array configurations.
- g. System parameter optimization for shallow water operations.
- h. The design of new array configurations such as high speed towed vertical line arrays, multi-frequency arrays, etal.
- i. The development of novel array position-monitoring techniques, including position-keeping models.
- j. Active receive arrays.
- k. Multi-line arrays and depressors.
- l. Monostatic and multi-static configurations or approaches.

The contractor shall evaluate and analyze advanced concepts for off-board payloads and sensors that will extend current military Intelligence, Surveillance, Reconnaissance and Targeting (ISRT) capabilities. The contractor shall propose concepts and approaches, identify risk areas associated with given technical approaches and formulate methods to mitigate risk. The contractors' investigations shall consider the full range of off-board sensors and payloads including UUV's, UAV's, USV's and UGV's, employing or deploying remote airborne, undersea and ground-based sensors.

3.11 MONTHLY REPORTS

The contractor shall submit Monthly Progress and Financial Reports which reflect technical accomplishments, milestones achieved, problems encountered, solutions thereto and financial status. The Monthly Progress and Financial Reports shall be delivered in accordance with Clause C16, Cost and Performance Reporting. Monthly Progress and Financial Reports for specific tasking under this contract will be specified in individual Task Orders.

3.12 GOVERNMENT FURNISHED INFORMATION (GFI)

Examples of typical Government Furnished Information follow below. GFI will be provided as specified/required in individual Task Orders

- Generic Sonar Model, NUSC DIV TD 5971C (U)
- CASS v4.0d; NUWC R&D/Analysis with MAT; Dec 2002
- Principles of Sonar Installations, NUSC TD 6059 (U)
- Technical Publications Guide, NUSC TD 73333 (U)
- Technical Issues
- Data Sets
- Approved test procedures
- Noise reduction methods
- Environmental acoustic data
- Signal and data processing algorithms
- Undersea warfare system or subsystem configuration concepts
- Undersea warfare system data
- Requirement and design documents for existing systems

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)

4.1. Based upon the requirements of individual Task Orders, the contractor will be granted access to the following NUWC DIVNPT Government facilities:

- a. Land Based Integrated Test Site, NUWC DIVNPT, Newport, RI.
- b. Acoustic Test Facility, NUWC DIVNPT, Newport, RI
- c. Sonar Test Facility, Seneca Lake, NY

4.2 Material will be provided for prototype hardware fabrication as specified in individual Task Orders.

4.3 Equipment will be provided for test and evaluation as specified in individual Task Orders. Access to system development and test facilities will be provided as specified in individual Task Orders.

5.0 PERIOD OF PERFORMANCE

The period of performance shall be from award for 60 months.

6.0 PLACE OF PERFORMANCE

6.1 The place of performance shall be the contractor's facilities & NUWCDIVNPT, Newport, RI. Travel may be required to various Navy Installations both within and outside the United States. Visits to U.S. Navy vessels, both in port and underway, shall be required during the performance of this contract.

6.2 Performance under this contract may require access to Government-owned facilities, property, information, or information that is proprietary to third parties. Access requirements will be defined by individual Task Orders placed against the basic Contract. For research and development applications, the information to be furnished by the Government will, in most cases, be limited due to the imprecise nature of new concepts and application of state-of-the-art technology.

7.0 SECURITY

The security level will be generally restricted to SECRET level and below with the potential for some efforts at the TOP SECRET level.

Requisition No. N66604-3316-1AQ6

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ENGINEER, ACOUSTICAL IV		EA4	X	

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

3,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

ENGINEER, ACOUSTICAL III**EA3****X**Education and General Professional Experience:

Master's level degree in a technical field with ten (10) years professional experience in SONAR, ship's acoustics, signal processing or ship's noise measurement systems.

A doctoral degree in the above discipline may be substituted for 3 years of professional experience.

A bachelors degree in the above discipline and an additional 10 years of professional experience will satisfy the education requirements.

Specialized Experience:

A total of 10 years of cumulative specialized experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Conducting studies or analyses of array design and performance issues.
- b. Conducting analyses of mitigation of noise entry into sonar receivers.
- c. Measuring, quantifying, analyzing, and modeling environmental noise and its effect on sonar.
- d. Conducting studies or investigations to resolve sonar problems.

The professional and specialized experience requirements above may have been acquired simultaneously.

Offeror is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 3,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

ENGINEER, SYSTEMS IV

X

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	1,500
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Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

ENGINEER, ACOUSTICAL II		EA2		X
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in a technical field with five (5) years professional experience in SONAR, ship's acoustics, signal processing, or ship's noise measurement systems.</p> <p>A masters degree in the above discipline may be substituted for 2 years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of 5 years of cumulative specialized experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. Conducting studies or analyses of sonar operating parameters. b. Measuring, analyzing and modeling acoustic data. c. Conducting studies or investigations relating to solving sonar problems. d. Developing sonar signal processing algorithms. <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
Offeror is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		16,500		

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

ENGINEER, COMPUTER III

X

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:

2,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

ENGINEER, COMPUTER II**EC2****X**Education and General Professional Experience:

Bachelor's level degree in Computer, Electrical or Electronics Engineering or Mathematics with field of concentration in computer science with three (5) years of professional experience in computer design, software development or computer networks.

A masters degree in the above discipline may be substituted for 2 years of professional experience.

Specialized Experience:

A total of 4 years of cumulative specialized experience in at least 2 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Developing, analyzing, and/or optimizing algorithms for sonar signal processing.
- b. Developing and/or refining sonar system models.
- c. Developing and/or refining acoustic performance prediction models.
- d. Designing new sonar signal processing systems.

The professional and specialized experience requirements above may have been acquired simultaneously.

Offeror is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 1,500

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

TOTAL MAN-HOURS:	4,000
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Title and Level	SCA Category	eCraft Code	Key	Non-Key
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

ENGINEER, ELECTRICAL/ELECTRONICS II**EE2****X**Education and General Professional Experience:

Bachelor's level degree in Electrical/Electronics Engineering with three (3) years professional experience.

A masters degree in the above discipline may be substituted for 2 years of professional experience.

A associates degree in the above discipline and an additional 10 years of professional experience will satisfy the education requirements.

Specialized Experience:

A total of 3 years of cumulative specialized experience in at least 2 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. System development
- b. System Test & Evaluation
- c. System interface requirements

The professional and specialized experience requirements above may have been acquired simultaneously.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 3,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

ENGINEER, ELECTRICAL/ELECTRONICS III**EE3****X**Education and General Professional Experience:

Bachelor's level degree in Electrical/Electronics Engineering with seven (7) years professional experience.

A masters degree in the above discipline may be substituted for 2 years of professional experience.

Specialized Experience:

A total of 5 years of cumulative specialized experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. System specification, definition, design, development.
- b. System Test & Evaluation
- c. System interfacing and interface requirements.
- d. Hardware design and component selection.

The professional and specialized experience requirements above may have been acquired simultaneously.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 2,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

ENGINEER, MECHANICAL I

EM1

X

Bachelor's level degree in Mechanical Engineering with no required professional experience.

An associates degree in the above discipline and an additional 3 years of professional experience will satisfy the education requirements.

Name

Hours

Company and Location

TOTAL MAN-HOURS:

2,000

Title and Level

SCA Category

eCraft Code

Key

Non-Key

Requisition No. N66604-3316-1AQ6

ENGINEER, MECHANICAL II

X

The professional and specialized experience requirements above may have been acquired simultaneously.

Company and Location	Year	Sample Size	Methodology	Findings
Google, USA	2018	10,000	Surveys, Interviews	High satisfaction with AI integration
Microsoft, USA	2019	8,500	Focus Groups, Surveys	AI adoption challenges in SMEs
Amazon, USA	2020	12,000	Case Studies, Interviews	AI-driven personalization success
Facebook, USA	2021	9,500	Surveys, Data Analysis	AI in social media marketing
IBM, USA	2022	7,000	Interviews, Surveys	AI in enterprise solutions
Oracle, USA	2023	6,000	Focus Groups, Surveys	AI in database management
LinkedIn, USA	2024	5,500	Surveys, Interviews	AI in professional networking
Twitter, USA	2025	4,500	Case Studies, Surveys	AI in content moderation
Netflix, USA	2026	3,500	Interviews, Data Analysis	AI in recommendation systems
Spotify, USA	2027	3,000	Surveys, Focus Groups	AI in music discovery
Uber, USA	2028	2,500	Interviews, Surveys	AI in ride-sharing algorithms
Walmart, USA	2029	2,000	Case Studies, Surveys	AI in retail analytics
Target, USA	2030	1,500	Focus Groups, Interviews	AI in inventory management
Home Depot, USA	2031	1,000	Surveys, Data Analysis	AI in home improvement
Costco, USA	2032	900	Interviews, Surveys	AI in warehouse logistics
Walmart, Mexico	2033	800	Focus Groups, Surveys	AI in e-commerce growth
Amazon, India	2034	700	Interviews, Data Analysis	AI in digital marketing
Google, India	2035	600	Surveys, Focus Groups	AI in search engine optimization
Microsoft, India	2036	500	Case Studies, Interviews	AI in cloud services adoption
Facebook, India	2037	400	Surveys, Data Analysis	AI in social media engagement
IBM, India	2038	300	Interviews, Surveys	AI in business process automation
Oracle, India	2039	200	Focus Groups, Surveys	AI in financial services
LinkedIn, India	2040	150	Surveys, Interviews	AI in recruitment solutions
Twitter, India	2041	100	Case Studies, Surveys	AI in customer support chatbots
Netflix, India	2042	80	Interviews, Data Analysis	AI in content localization
Spotify, India	2043	60	Surveys, Focus Groups	AI in music recommendation
Uber, India	2044	40	Interviews, Surveys	AI in ride-sharing demand prediction
Walmart, India	2045	30	Case Studies, Surveys	AI in supply chain optimization
Target, India	2046	20	Focus Groups, Interviews	AI in personalized shopping
Home Depot, India	2047	10	Surveys, Data Analysis	AI in home design services
Costco, India	2048	5	Interviews, Surveys	AI in membership benefits
Walmart, Brazil	2049	4	Focus Groups, Surveys	AI in logistics optimization
Amazon, Brazil	2050	3	Interviews, Data Analysis	AI in e-commerce personalization
Google, Brazil	2051	2	Surveys, Focus Groups	AI in search engine results
Microsoft, Brazil	2052	1	Case Studies, Interviews	AI in cloud infrastructure
Facebook, Brazil	2053	1	Surveys, Data Analysis	AI in social media advertising
IBM, Brazil	2054	1	Interviews, Surveys	AI in enterprise security
Oracle, Brazil	2055	1	Focus Groups, Surveys	AI in database security
LinkedIn, Brazil	2056	1	Surveys, Interviews	AI in professional development
Twitter, Brazil	2057	1	Case Studies, Surveys	AI in content creation
Netflix, Brazil	2058	1	Interviews, Data Analysis	AI in video streaming quality
Spotify, Brazil	2059	1	Surveys, Focus Groups	AI in music licensing
Uber, Brazil	2060	1	Interviews, Surveys	AI in ride-sharing safety
Walmart, Brazil	2061	1	Case Studies, Surveys	AI in retail analytics
Target, Brazil	2062	1	Focus Groups, Interviews	AI in inventory management
Home Depot, Brazil	2063	1	Surveys, Data Analysis	AI in home improvement
Costco, Brazil	2064	1	Interviews, Surveys	AI in warehouse logistics
Walmart, China	2065	1	Focus Groups, Surveys	AI in e-commerce growth
Amazon, China	2066	1	Interviews, Data Analysis	AI in digital marketing
Google, China	2067	1	Surveys, Focus Groups	AI in search engine optimization
Microsoft, China	2068	1	Case Studies, Interviews	AI in cloud services adoption
Facebook, China	2069	1	Surveys, Data Analysis	AI in social media engagement
IBM, China	2070	1	Interviews, Surveys	AI in business process automation
Oracle, China	2071	1	Focus Groups, Surveys	AI in financial services
LinkedIn, China	2072	1	Surveys, Interviews	AI in recruitment solutions
Twitter, China	2073	1	Case Studies, Surveys	AI in customer support chatbots
Netflix, China	2074	1	Interviews, Data Analysis	AI in content localization
Spotify, China	2075	1	Surveys, Focus Groups	AI in music recommendation
Uber, China	2076	1	Interviews, Surveys	AI in ride-sharing demand prediction
Walmart, China	2077	1	Case Studies, Surveys	AI in supply chain optimization
Target, China	2078	1	Focus Groups, Interviews	AI in personalized shopping
Home Depot, China	2079	1	Surveys, Data Analysis	AI in home design services
Costco, China	2080	1	Interviews, Surveys	AI in membership benefits
Walmart, Japan	2081	1	Focus Groups, Surveys	AI in logistics optimization
Amazon, Japan	2082	1	Interviews, Data Analysis	AI in e-commerce personalization
Google, Japan	2083	1	Surveys, Focus Groups	AI in search engine results
Microsoft, Japan	2084	1	Case Studies, Interviews	AI in cloud infrastructure
Facebook, Japan	2085	1	Surveys, Data Analysis	AI in social media advertising
IBM, Japan	2086	1	Interviews, Surveys	AI in enterprise security
Oracle, Japan	2087	1	Focus Groups, Surveys	AI in database security
LinkedIn, Japan	2088	1	Surveys, Interviews	AI in professional development
Twitter, Japan	2089	1	Case Studies, Surveys	AI in content creation
Netflix, Japan	2090			

TOTAL MAN-HOURS:

1,500

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

ENGINEER, MECHANICAL III

X

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	1,000
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Title and Level	SCA Category	eCraft Code	Key	Non-Key
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Requisition No. N66604-3316-1AQ6

SCIENTIST II

S2

X

A masters level degree in physics, acoustics, mathematics, electrical engineering, or mechanical engineering.
10 years of professional experience in the above field.

In addition to the required general professional experience, a total of 7 years of cumulative specialized experience in at least 2 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- The general professional and specialized experience requirements above may have been acquired simultaneously.

Name

Hours

Company and Location

TOTAL MAN-HOURS:

8,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

TECHNICIAN, ELECTRICAL/ELECTRONICS III	29083	2908C		X
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Education and General Professional Experience:

Technical school diploma with five (5) years work related experience in electrical/electronic systems.

An associates degree in electrical engineering technology can be substituted for 2 years of experience.

Specialized Experience:

A total of 3 years of cumulative specialized experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- Troubleshooting and/or repair of failed electronic equipment.
- Test instrumentation installation and operation.
- System operation and testing.
- Assembly of prototype electronic circuitry/components

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities:

Performs assignments that are not completely standardized or prescribed. Selects or adapts standard procedures or equipment, using fully applicable precedents. Receives initial instruction, equipment requirements, and advice from supervisor or engineer as needed; performs recurring work independently; work is reviewed for technical adequacy or conformity with instructions. Performs at this level one or a combination of such typical duties as:

Constructs components, sub-units, or simple models or adapts standard equipment. May troubleshoot and correct malfunctions.

Follows specific layout and scientific diagrams to construct and package simple devices and sub-units of equipment.

Conducts various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement; selects, sets up, and operates standard test equipment and records test data.

Extracts and compiles a variety of engineering data from field notes, manuals, lab reports, etc.; processes data, identifying errors or inconsistencies; selects methods of data presentation.

Assists in design modification by compiling data related to design, specifications, and materials which are pertinent to specific items of equipment or component parts. Develops information concerning previous operational failures and modifications. Uses judgment and initiative to recognize inconsistencies or gaps in data and seeks sources to clarify information.

OFFEROR is to complete information below:		
Name	Hours	Company and Location
TOTAL MAN-HOURS:	600	

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICIAN, ELECTRICAL/ELECTRONICS II	29082	2908B		X

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

Education and General Professional Experience:

High school/vocational school diploma or GED certificate with two (2) years work related experience in electrical/electronic systems.

Specialized Experience:

A total of 2 years of cumulative specialized experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Troubleshooting and/or repair of failed electronic equipment.
- b. Test instrumentation installation and operation.
- c. System testing.
- d. Assembly of prototype electronic circuitry/components

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities: Performs standardized or prescribed assignments, involving a sequence of related operations. Follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments; technical adequacy of routine work is reviewed on completion; non routine work may also be reviewed in process. Performs at this level one or a combination of such typical duties as:

Following specific instructions, assembles or constructs simple or standard equipment or parts; may service or repair simple instruments or equipment.

Conducts a variety of tests using established methods. Prepares test specimens, adjusts and operates equipment, and records test data, pointing out deviations resulting from equipment malfunction or observational errors.

Extracts engineering data from various prescribed but non standardized sources; processes the data following well-defined methods including elementary algebra and geometry; presents the data in prescribed form.

OFFEROR is to complete information below:

Name	Hours	Company and Location
TOTAL MAN-HOURS:		1,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ILLUSTRATOR II	13042	13042		X

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

Education and General Professional Experience:

Technical School degree in Illustrating, Graphic Arts or Drafting with five (5) years work-related experience.

Specialized Experience:

A total of 3 years of cumulative specialized experience in at least 3 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Producing presentation materials
- b. Developing layouts, specifying type, style and size, producing color separations and key lining the finished art for printing.
- c. Using graphic computer software applications.
- d. Producing plans, layouts and scale drawings, 3 dimensional artwork, exploded and cut-away view drawings, based on verbal descriptions, engineering drawings, and photographs.

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities:

Assigned to projects involving several of the common art media such as pen-and-ink, pencil, tempera, wash, oils and airbrush over a period of time. These projects require the illustrator to be proficient in the use of these media and in executing acceptable drawings of many styles. Executes drawings that have been conceived by others and presented in the form of rough sketches. Acquires information about the subject assigned to illustrate and develops a background of subject matter knowledge by carrying out illustrating assignments. Illustrating work assigned does not require prior knowledge about the subject illustrated.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 600

Title and Level	SCA Category	eCraft Code	Key	Non-Key
TECHNICAL WRITER	29480	29480		X

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

Education and General Professional Experience:

High school diploma or Technical School degree in any field with three (3) years work related experience in technical writing/editing, or a bachelors degree in any discipline.

Specialized Experience:

A total of 3 years of cumulative specialized experience in at least 2 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Analyzes requirements for manuals, reports, proposals, or other manuscript material; formulates the techniques and/or methods for gathering the information needed; organizes the presentation of the materials to the proper level of comprehension.
- b. Plans, organizes, and coordinates writing projects.
- c. Experience with military specifications and standards and their interpretation as applied to the field of engineering documentation.

The professional and specialized experience requirements above may have been acquired simultaneously.

EXPECTED CAPABILITIES: Develops, writes and edits material for reports, manuals, briefs, proposals, instructions books, catalogs and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. Receives assignment from supervisor. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment. Studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.

OFFEROR is to complete information below:

Name	Hours	Company and Location
TOTAL MAN-HOURS:		600

Title and Level	SCA Category	eCraft Code	Key	Non-Key
WORD PROCESSOR III	01613	01613		X

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-3316-1AQ6

Solicitation No. N66604-04-R-1298

Education and General Professional Experience:

High School/Vocational School diploma or GED Certificate with two (2) years of work-related experience.

Specialized Experience:

A total of 2 years of cumulative specialized experience in at least 2 of the following areas is required (qualifying experience consists of one (1) year or more in any single area):

- a. Types a wide variety of material using both standard office equipment and word processing software.
- b. Compiles recurring and special reports
- c. Maintains files and records.

The professional and specialized experience requirements above may have been acquired simultaneously.

Expected Capabilities:

Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions. Independently completes assignments and resolves problems.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS:

1,000

Title and Level	SCA Category	eCraft Code	Key	Non-Key
MANAGER, ADMINISTRATIVE II		MANA2		X

Requisition No. N66604-3316-1AQ6

Education and General Professional Experience:

A bachelors degree in any technical discipline with four (4) years of professional managerial experience.

- Project team building
- Schedule development/Goal setting
- Problem solving, conflict resolution, and decision making.
- Leadership ability
- Meeting and/or conference management

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	1,500
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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (x and complete as applicable)		
	a. PRIME CONTRACT NUMBER		a. ORIGINAL (Complete date in all cases)		Date (YYMMDD)
	b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	Revision No.	Date (YYMMDD)
X	c. SOLICITATION OR OTHER NUMBER N66604-3316-1AQ6	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)		Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) a. NAME, ADDRESS, AND ZIP CODE DD-254 IS FOR BIDDING PURPOSES ONLY					
		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE					
		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
8. ACTUAL PERFORMANCE a. LOCATION					
		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT The contractor shall measure and analyze collected data(GFI) for the purpose of improving system performance, improving the capabilities of performance prediction systems, improving systems analysis models or to provide information databases for development of new systems.					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify)	
k. OTHER(Specify)			X		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST. DOCUMENTS SHALL BE RETURNED, DESTROYED, OR OTHERWISE DISPOSED OF IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5, SECTION 7, DATED JANUARY 1995 AFTER EXPIRATION OF PERIOD OF RETENTION. OPNAVINST S5513.3B, ENCL. (14) - COMBAT SYSTEM, ASW SURFACE COMBATANT (OPERATIONAL TACTICAL DATA SYSTEMS LINK). OPNAVINST S5513.3B, ENCL. (20.1) - DECOY, SHIPBOARD ORDNANCE INFRARED. OPNAVINST S5513.3B, ENCL. (57.1) - SILENCING DATA, SHIP. OPNAVINST S5513.3B, ENCL. (72.1) - SURFACE SHIP TORPEDO DEFENSE TOWED ARRAY SENSOR SECURITY CLASSIFICATION GUIDE OF 25 OCT 1996 (ACC. #152788). OPNAVINST S5513.3B, ENCL. (74.1) - VIBRATION DATA, SHIP. OPNAVINST S5513.3B, ENCL. (88.1) - AN/SQQ-89(V), INCLUDING AN/SQR-19(V), AN/UYQ-25A(V), AN/SQQ-28(V), AN/SQS-53B(V), AN/SQS-53C(V), AN/SQS-89(VO-T(V)), MK116 MOD 5 THROUGH XX.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

30 SEP 04

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

J.L. KAMINSKI, 2162, EXT. 401-832-5246

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.)

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

YES

X

NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

YES

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

FERN W. LIMA

b. TITLE

Contracting Officer

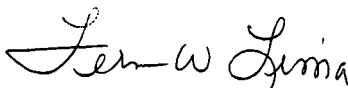
c. TELEPHONE (Include Area Code)

401-832-1934

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

OPNAVINST S5513.3C, ENCL. (82.1) - SURFACE SHIP ANTI-SUBMARINE WARFARE (ASW) AND UNDERWATER ACOUSTICS EQUIPMENT (LESS WEAPONS, TORPEDO DEFENSE & FIRE CONTROL EQUIPMENT) TO INCLUDE THE AN/ARR-75, AN/SKR-4, AN/SQQ-23 (SERIES), AN/SQR-15, AN/SQR-18 (SERIES), AN/SQS-26 (SERIES), AN/SQS-35, AN/SQS-38, AN/SQS-53A, AN/SQS-56, AN/UQN-1 (SERIES), AN/UQN-4 (DERIES), AN/WQC-2 (SERIES) AND AN/WQC-6. OPNAVINST S5513.3B, ENCL. (108.3) - DD 21 SHIP SYSTEM. OPNAVINST S5513.3B, ENCL. (132) - TACTICAL ACOUSTIC COMMUNICATION (ACOMMS). OPNAVINST S5513.4D, ENCL. (8) - OFFBOARD DECEPTION DEVICES (ODD). OPNAVINST S5513.4D, ENCL. (12) - OPERATIONS SECURITY (OPSEC). OPNAVINST S5513.4D, ENCL. (20) - WATERSIDE SECURITY SYSTEM (WSS). OPNAVINST S5513.5B, ENCL. (2.1) - ACTIVE/PASSIVE/SPECIAL PURPOSE SUBMARINE SONARS AN/BQA-8; AN/BQH-8; AN/BQQ-3, -5B/C, -6 -9; AN/BQR-7, -15, -19, -20, -21, -T4; AN/BQR-22 SERIES (LESS AN/BQR-22A (EC-15)); AN/BQR-23; AN/BQS-4, -14, -15, -24, AND OL-218/BQ. OPNAVINST S5513.5B, ENCL. (3) - ACOUSTIC WARFARE, SUBMARINE. OPNAVINST S5513.5B, ENCL. (11) - DETECTABILITY REDUCTION PROJECT, SSN. OPNAVINST S5513.5B, ENCL. (30) - SSBN SECURITY PROGRAM. OPNAVINST S5513.5B, ENCL. (33) - SONAR TECHNICAL INFORMATION, BIONIC. OPNAVINST S5513.5B, ENCL. (34.1) - SONAR AND ACOUSTIC WARFARE EXPLORATORY DEVELOPMENT. OPNAVINST S5513.5B, ENCL. (35.1) - SONAR PROCESSING EQUIPMENT, SSBN IMPROVED. OPNAVINST S5513.5B, ENCL. (40) - UNDERSEA SURVEILLANCE (MOBILE SYSTEMS). OPNAVINST S5513.5B, ENCL. (42) - SOUND SURVEILLANCE SYSTEM (SOSUS).

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS TOP SECRET.

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 99-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT
OR CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.
2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.
3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.
4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders. Any documentation available and accessible electronically need not be maintained in paper format.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides input to the DON Contractor Performance Assessment System (CPARS).
- j. Reviews all procurement requests to be placed against this contract to ensure that they present a clear description of work to be accomplished and data to be delivered. Reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at a NUWCDIVNPT facility or other Government Site as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

(1) LABORATORY FACILITIES -
Land Based Integrated Test Site and
Acoustic Test Facility,
NUWCDIVNPT, Newport RI
Sonar Test Facility, Seneca Lake, NY

(2) LABORATORY EQUIPMENT

(3) OFFICE FACILITIES

(4) OFFICE EQUIPMENT

(5) COMPUTER FACILITIES

(6) COMPUTER EQUIPMENT

(7) SOFTWARE

(8) OTHER

(b) The following GFE will be provided for contractor possession (use, not title):

<u>GFP</u>					
<u>Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>
		Material will be specified in individual task orders			

(c) The following GFM will be provided for incorporation into end products:

<u>GFP</u>					
<u>Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>

JA8 PERSONNEL DATA FORM

NAME _____

PRESENT EMPLOYER _____ LOCATION _____

LABOR CATEGORY _____ YEARS PERTINENT EXPERIENCE _____

EDUCATION _____

Degree	Subject	Year	School
--------	---------	------	--------

SECURITY CLEARANCE _____ TRAINING _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

EXPERIENCE ELEMENT: _____

TIME PERIOD: _____ OCCASION: _____

NARRATIVE: _____

(Continue as necessary.)

Contract Incentive Plan Prospective Fee Rate Reduction

1. Introduction: This contract is subject to a “Prospective Fee Rate Reduction” incentive. The incentive has been included in this contract in order to motivate the contractor to provide “Satisfactory” or better performance and provide a remedy for “Unsatisfactory” performance as defined in Table 1. This incentive plan provides the basis for evaluation of the contractor’s overall performance and for determining if the fee rate on this contract should be reduced due to “Unsatisfactory” performance.

2. Performance Monitoring: The Government will monitor the contractor's performance via various methods including discussions, meetings, review of deliverables, and review of progress reports.

As part of the monitoring process, the Procuring Contracting Officer (PCO), or representative, and the COR will hold a meeting with the STR every 3 months to review performance including overall trends, specific problem areas, if any, and their resolution. Other government and contractor personnel may also participate as deemed appropriate by the PCO.

3. Evaluation: Each performance evaluation period will be 12 months in length, beginning and ending on the anniversary of the performance start date of the contract. At the end of each period the Government shall evaluate contractor performance, using criteria and standards identified in Tables 2 through 4, and issue an Incentive Determination. In the event of a significant performance problem, the government may conduct an unscheduled performance evaluation and issue an incentive determination at any time.

4. Incentive: The incentive is a “Prospective Fee Rate Reduction Incentive.”

(a) The initial (base) fee rate shall be the amount set forth in Clause B52 of this contract. As long as the contractor maintains satisfactory or better performance there will be no adjustment to the fee rate.

(b) Unsatisfactory contractor performance will result in the Government invoking a “Fee Rate Reduction”. The reduced fee rate shall apply to all orders issued after the incentive determination and continue until adjusted by a subsequent incentive determination. In no event will the fee rate of an order be increased or decreased once an order has been awarded.

(c) In the event of a performance rating of "Unsatisfactory", the Fee Rate shall be reduced by 25% of the amount set forth in Clause B52 of this contract. A second consecutive incentive determination of "Unsatisfactory" shall result in a further reduction of the fee rate by an additional 25% of the amount (for a total of 50%) originally set forth in Clause B52.

(d) The Government may reinstate the fee rate to its original amount as a result of any subsequent annual or interim performance review. Any reinstatement shall be for prospective orders only. Reinstatement may occur if the Incentive Determining Official (IDO) is in possession of clear and convincing evidence that the cause of the unsatisfactory rating has been rectified and that all subsequent performance has been at the “Satisfactory” or higher rating level. However, reinstatement is not automatic under these conditions, and is solely at the discretion of the IDO. In making a determination as to whether or not to reinstate the basic fee rate, the IDO may consider any information, including such things as:

- The nature and extent of the work that received the “Unacceptable” rating.
- The consequences of the “Unacceptable” rating.
- The financial, time, or other negative impacts that resulted from the “Unacceptable” performance.
- Any other matters relevant to determining the harm to the Government caused by the “Unsatisfactory” performance.
- The size, value, cost, and importance of the subsequent work being performed at the “Satisfactory” level.
- The cumulative value of the fee forfeited as a result of the “Fee Rate Reduction”.
- The remedial effects of imposing the “Fee Rate Reduction” (e.g. the contractor’s efforts to correct the unsatisfactory performance, steps taken to prevent recurrence, etc.)
- Any other matters relevant to determining what is in the Government’s best interest regarding the reinstatement or non-reinstatement of the base fee rate.

(e) The IDO’s decision is unilateral and final

5. Performance Ratings: Overall performance will be evaluated and assigned one of the following ratings:

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the IDO to exceed “Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

Table 1: Overall Performance Ratings

6. Organization.

(a) Incentive Determining Official (IDO) is responsible for making incentive determinations. The IDO selects the members of the Performance Evaluation Board. The IDO may perform one or more of the roles described herein.

(b) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file. The PCO may be assisted or represented by the Contract Negotiator.

(c) Contracting Officer's Representative (COR): The COR coordinates the performance monitoring efforts for the Government. The COR maintains the written records pertinent to the Contractor's performance.

(d) Performance Evaluation Board (PEB): The PEB is responsible for reviewing contractor performance and making recommendations to the IDO concerning evaluation ratings. The PEB will consist of individuals from the technical, program, and contracting functions. Typically the PCO, Contract Negotiator, COR, and the Program Manager or other program personnel will serve as either the Chairperson or members.

PEB Chairperson: The PEB Chairperson is responsible for obtaining the information needed to evaluate contractor performance. The Chairperson is responsible for conducting the PEB meetings, and for properly evaluating and documenting contractor performance during the evaluation period. Additionally, the Chairperson is responsible for submitting the PEB Evaluation Report to the IDO.

PEB Members: PEB members are responsible to attend meetings as scheduled. PEB members will evaluate the contractor's performance, prepare rating supporting narrative for the PEB Chairperson and will meet with the contractor's representatives as required by the PEB Chairperson. The PEB member representing the Contracting Office shall serve as the PEB Recorder and will provide additional support to the PEB as requested by the Chairperson.

7. Contractor's Self-Evaluation: The contractor may submit a self-evaluation for consideration during the incentive determination process. To be considered, the report must be submitted to the PCO within fourteen (14) working days after the end of an evaluation period. The report must include an overall performance rating and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.
8. Incentive Determination: Subsequent to the completion of any performance evaluation the IDO will make an incentive determination. The determination will be based upon the Performance Evaluation Board's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the IDO. The IDO's decision is unilateral and final.

Table 2: Task Performance Evaluation Criteria and Standards

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	A work product significantly fails to meet, or multiple work products often fail to meet Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1a) to the SOW.	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1a) to the SOW.	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance requirements Summary Table, Attachment (1a) to the SOW.
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per standards specified in individual task orders.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per standards specified in individual task orders. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

Table 3: Contract Management Performance Evaluation Criteria and Standards

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are <u>almost always</u> clear, effective and timely.

Table 4: Cost Efficiency Performance Evaluation Criteria and Standards

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to meet negotiated level of effort and materials ordered.	Contractor routinely meets negotiated level of effort and materials ordered. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate, incomplete, or unclear.	Reports are timely, accurate, complete, and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

JA10 COST SUMMARY SHEET

RFP No. _____

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Interdivisional Transfers _____	\$ _____
* Travel and Subsistence _____	\$ _____
* Other Material _____	\$ _____
** Relocation _____	\$ _____
** Telephone _____	\$ _____
** Leases _____	\$ _____
** Royalties _____	\$ _____
** Equipment _____	\$ _____
** Parking _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
FY _____ FY _____ FY _____ FY _____	
Material Handling Rates: _____ % _____ % _____ % _____ %	\$ _____
Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium) _____	\$ _____
Overtime Premium _____	\$ _____
Effective date of Labor rates _____	
Annual Escalation Rate: _____ %	
INDIRECT COSTS FY _____ FY _____ FY _____ FY _____	
*** Fringe Benefits Rates: _____ % _____ % _____ % _____ %	\$ _____
*** Overhead Rates: _____ % _____ % _____ % _____ %	\$ _____
*** Other Indirect Rates: _____ % _____ % _____ % _____ %	\$ _____
*** Gen. & Admin. Rates: _____ % _____ % _____ % _____ %	\$ _____
Annual Accounting Period begins: _____	
Other _____	\$ _____
FCCM Treasury Rate: _____ %	\$ _____
Cost Total	\$ _____
Fee	\$ _____
CPFF Total	\$ _____

- * Estimates from provision entitled "Cost Proposal"
 - ** See the clause in Section H entitled "Travel and Material Costs"
 - *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate, Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.